

Southern Pacific 2-283A048 Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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LITIGATION (415) 541-1734

WRITER'S DIRECT DIAL NUMBER

(415) 541-1757

RECORDATION NO. 10272-AA
FILED 1425

September 30, 1992

OCT 9 1992-3 40 PM

RECORDATION NO. 10272-BB
FILED 1425

OCT 9 1992-3 40 PM

INTERSTATE COMMERCE COMMISSION

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BARBARA A. SPRUNG
ASSISTANT GENERAL ATTORNEY

ROBERT E. PATTERSON
CECELIA C. FUSICH
ATTORNEYS

VIA FEDERAL EXPRESS

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th & Constitution Ave., N.W.
Washington, D.C. 20423

RE: Conditional Sale Agreement dated as of
April 1, 1979, between each of Southern
Pacific Transportation Company, Metropolitan
Life Insurance Company, Greenville Steel Car
Company

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of the Fifteenth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of September 30, 1992, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of April 1, 1979. The enclosed documents are secondary documents, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of April 1, 1979, between each of Southern Pacific Transportation Company, Metropolitan Life Insurance Company, General Electric Company, Greenville Steel Car Company, and

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Portec, Inc., recorded on April 10, 1979, at 2:20 p.m.
and assigned Recordation No. 10272;

Amendment Agreement dated as of October 1, 1979,
between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, Bethlehem Steel
Corporation, FMC Corporation, General Electric Company,
Greenville Steel Car Company, Portec, Inc., and ACF
Industries, Inc., recorded on November 21, 1979, at
2:30 p.m., and assigned Recordation No. 10272-A.

First Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and Bethlehem
Steel Corporation, recorded on November 10, 1982, at
3:10 p.m., and assigned Recordation No. 10272-B;
Second Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and FMC
Corporation, recorded on November 10, 1982, at 3:10
p.m., and assigned Recordation No. 10272-C;

Third Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and Greenville
Steel Car Company recorded on November 10, 1982, at
3:10 p.m., and assigned Recordation No. 10272-D;

Fourth Supplemental Agreement dated as of October 31,
1982, between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and ACF
Industries, Inc., recorded on November 10, 1982, at
3:10 p.m., and assigned Recordation No. 10272-E;

Fifth Supplemental Agreement dated as of July 31, 1986,
between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and ACF
Industries, Inc., recorded on September 4, 1986, at
3:45 p.m., and assigned Recordation No. 10272-F;

Assignment and Transfer of Certain Road Equipment dated
as of July 31, 1986, recorded on September 4, 1986, at
3:45 p.m., and assigned Recordation No. 10272-G;

Sixth Supplemental Agreement dated as of July 31, 1986,
between Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, and Bethlehem
Steel Corporation and Portec, Inc., recorded on
September 4, 1986, at 3:45 p.m., and assigned
Recordation No. 10272-H;

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Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-I;

Seventh Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-J;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-K;

Eighth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-L;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-M;

Letter of Correction dated October 13, 1986 to Assignment and Transfer dated as of July 31, 1986, recorded on October 15, 1986, at 11:10 a.m., assigned Recordation No. 10272-N;

Ninth Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Bethlehem Steel Corporation and Portec, Inc., recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-O;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-P;

Tenth Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-Q;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-R;

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Eleventh Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-S;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-T;

Twelfth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and ACF Industries, Inc., recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-U;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-V;

Thirteenth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-W;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-X;

Fourteenth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-Y; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-Z.

In connection with the recording of the enclosed Fifteenth Supplemental Agreement and Assignment and Transfer, each dated as of September 30, 1992, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

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Name and Address of Agent - Assignee:

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010-3690

Name and Address of Vendee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

A description of the railroad equipment covered by the Supplemental Agreement and Assignment and Transfer is set forth therein, respectively.

Also enclosed is a check in the amount of \$32 to cover the required recordation fees.

When the recording of the Fifteenth Supplemental Agreement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index follows:

Fifteenth Supplemental Agreement dated as of September 30, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and Metropolitan Life Insurance Company ("Metro"), as Agent, covering one locomotive; and Assignment and Transfer of Certain Road Equipment dated as of September 30, 1992, between SPT and Metro covering two box cars and 24 hopper cars.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

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RECORDATION CO

10272-BB

SOUTHERN PACIFIC TRANSPORTATION COMPANY

OCT 9 1992-3 40 PM

CONDITIONAL SALE AGREEMENT

INTERSTATE COMMERCE COMMISSION

DATED AS OF APRIL 1, 1979

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of September 30, 1992

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the thirtieth day of September, 1992, by METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement, bearing date as of April 1, 1979, by and between Greenville Steel Car Company, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of hopper cars, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain box cars and hopper cars comprising said Equipment, more specifically described in Attachment A attached hereto and incorporated herein by reference, have become unsuitable for use by the Company (hereinafter called "Unsuitable Equipment"), and in accordance with the provisions of said

Conditional Sale Agreement and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Fifteenth Supplemental Agreement dated as of September 30, 1992 ("Fifteenth Supplemental Agreement").

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Fifteenth Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

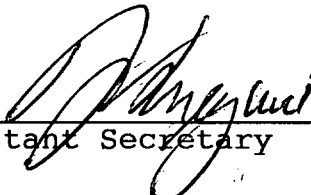
The Assignee does hereby constitute and appoint RICHARD G. CLARKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 8th day of October, 1992.

METROPOLITAN LIFE INSURANCE COMPANY

By Richard G. Clarke
Associate General Counsel

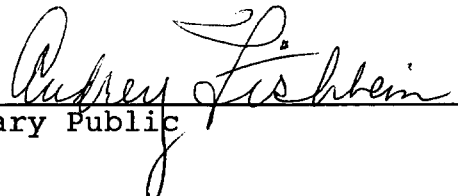
ATTEST:



Assistant Secretary

STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this 8th day of October, 1992, before me personally appeared RICHARD G. CLARKE, to me personally known, who, being by me duly sworn, says that he is Associate General Counsel of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

AUDREY FISHBEIN
Notary Public, State of New York
No. 24-4956221
Qualified in Kings County
Certificate filed in New York County
Commission Expires September 11, 1993

RETIREMENT/DESTROYED UNITS
SOUTHERN PACIFIC TRANSPORTATION CO. CONDITION OF SALES AGREEMENT
FOR SERIES 14 DATED APRIL 01, 1979 BUILT GRIP DATE 7311014

BUILDER

UNIT OWNER KIND OF EQUIP

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	GRIP DATE
GUNDERSON BROS. (FMC)					
PULLMAN STANDARD	246414	SP	70 TON BOX	CAR	7906
GREENVILLE STEEL	248138	SP	70 TON BOX	CAR	7909
GREENVILLE STEEL	466562	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466591	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466601	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466608	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466610	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466615	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466642	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466654	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466679	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466685	SP	100 TON HOPPER	CAR	7908
GREENVILLE STEEL	466694	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466700	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466703	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466709	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466722	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466723	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466737	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466749	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466751	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466772	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466789	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466847	SP	100 TON HOPPER	CAR	7909
GREENVILLE STEEL	466932	SP	100 TON HOPPER	CAR	7910
GREENVILLE STEEL	466964	SP	100 TON HOPPER	CAR	7910

THE ABOVE EQUIPMENT IS STANDARD-GAUGE RAILROAD EQUIPMENT OTHER THAN PASSENGER CARS AND WORK EQUIPMENT.

ATTACHMENT A

1 TOTAL 26 UNITS